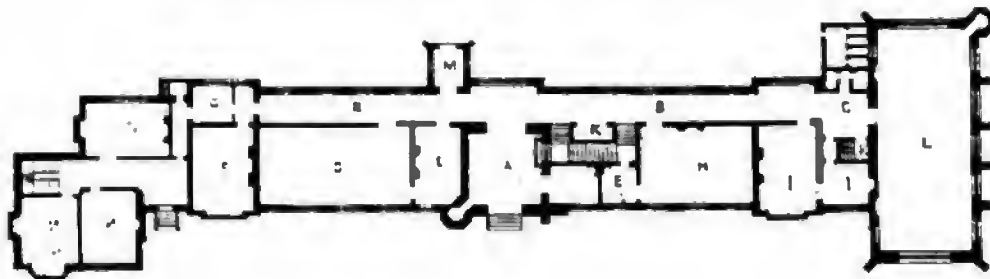


GROUND PLAN OF NEW COLLEGE, LONDON.



NEW COLLEGE, LONDON, FOR THE CONGREGATIONAL DISSENTERS.

THE union of Homerton College, Coward's Academy, and Highbury College devoted to the object of assisting the appropriate education of young men for the work of the ministry among the Congregational Dissenters of London, has led to the erection of an extensive edifice in the Finchley-road, St. John's-wood, near the "Swiss Cottage," which not long ago stood all alone in the country, but is now in the midst of "villa residences," smart as compo can make them. The new building is founded on the received Collegiate type; is Late Perpendicular in style, with a central tower; and is constructed, externally, wholly of dressed stone. The building seen in our view on the right (somewhat too chapel-like in appearance), is the library; at the other end is the residence of the principal. The central tower is heavy, but the general appearance of the building is good: it has variety without studied irregularity.

We give a sketch-plan of the ground-floor, to show the interior arrangement. The best features are the staircase, and the roof of the library. Mr. Emmett was the architect, and Mr. Myers the builder. The plans were selected from a competition of ten architects.

The number of students this year, theological and lay, is sixty.

REFERENCES.

Ground Floor.	First Floor.
A Hall.	Council Room.
B Corridor.	Corridor.
C Lobby to Library.	Bed Room.
D Students' Room.	Museum.
E E Retiring Room.	Retiring Room.
F Principal's Lecture Room.	Lecture Room.
G Retiring Room.	Retiring Room.
H Lecture Room.	Lecture Room.
I Coward's Trustees.	Lecture Room.
K Staircase to Librarian's Room.	Staircase.
L Library.	
M Porch.	
N Principal's Residence.	

ARCHITECTS' DRAWINGS AND CHARGES.

CASE OF REPUDIATION OF A CONTRACT.

IN the Lichfield County Court, on the 25th ult., a case, novel in some points and possessing features of interest to the profession, was heard and decided by Mr. Lawrence Temple, Q.C., the presiding judge in that district.

The plaintiffs in the action were Mr. E. J. Payne and Mr. Richard Potter, architects; and the defendant the Rev. W. R. Essington, the vicar of Shenstone, in the county of Stafford.

The circumstances out of which the action arose were these:—

The parish church of Shenstone is a very ancient structure: some months since the vicar and a number of the landed proprietors resident in the neighbourhood appeared to have entertained the idea of restoring or re-constructing the edifice: with the view to the former, advertisements for drawings were inserted in the local newspapers, and Mr. Payne, one of the plaintiffs in this case, having had an interview with Mr. Essington, the result was an advertisement of the church, and the necessary preparations in the shape of drawings, &c., for restoring the edifice in the manner contemplated by the vicar, and the committee associated for the purpose. Mr. Potter had in the meantime become associated with Mr. Payne in carrying out the work, and on the 9th of June a meeting of the

committee took place at Shenstone. The result of its deliberation was, that the plaintiffs were instructed to prepare all the plans and drawings, for restoring the church, together with the requisite specifications, on condition (as Mr. Payne alleged in his evidence, at the hearing of the case), that he and his partner were to be paid for all their work, or if their plan was carried out under their superintendence, to receive instead five per cent. on the estimated outlay—1,870*l*. The plaintiffs completed their work within the specified time (one month): the defendant and his friends, however, repudiated the contract: they refused to pay the plaintiffs a shilling, and it was to recover the amount,—63*l*. 18*s*. (13*l*. 18*s*. being abandoned, to bring it within the limits of the County Courts Act),—that the present action was brought.

The first witness (Mr. E. J. Payne, one of the plaintiffs) deposed to the preliminary facts as stated above; and detailing the transactions subsequent to the 9th of June, when the order for the drawings was given, he said—"Whilst the plans and drawings were in course of preparation we were constantly receiving letters from Mr. Essington suggesting alterations: a door was to be opened in one place and a window made in another, and so on, until my design became a good deal changed; and our plans were not quite so complete as they might have been, which was, however, noticed by indorsement.

At a meeting of the committee on the 10th, Mr. Essington, Mr. Manley, of Manley Hall, and other gentlemen were present, and Mr. Christian, the diocesan architect, signified his disapproval of the plaintiffs' plans. The result of this meeting was that Mr. Payne received instructions to prepare another set of plans according to Mr. Christian's views, the latter agreeing to a condition that if the work was carried out under the plaintiffs' superintendence, they should still receive only 5 per cent. on the outlay, but that if otherwise they should be paid for the plans. Notwithstanding this arrangement, on the day after the meeting, July 10, the defendant again wrote to the plaintiffs, "After what took place yesterday we think it right to have another meeting of the committee to consider what course ought to be adopted by us: I therefore beg you to suspend operations for the present. Inform me what we owe for your services up to the present time, and send the plans and specifications without delay." On the 11th the defendant again wrote, "We shall have another committee meeting on the 15th. I cannot answer for your being remunerated for any services beyond the date of my last letter." There was another letter from Mr. Essington on the 13th, and in it the rev. gentleman thus addressed the plaintiffs:—"Send in a statement of the sums in which we are indebted to you, and all the drawings and specifications of any description which you have prepared at any time on our account." The plans, drawings, and specifications were sent accordingly: in a short time they were returned to Mr. Payne unaccompanied by any intimation of the cause: the defendant refused to pay the plaintiffs a shilling. The committee, in the meantime, had changed their purpose, intending to rebuild instead of restore the church, and another architect had been consulted for the purpose of carrying out the design.

Mr. Isaac Newey, builder, spoke generally to the practically complete state of the plans: would himself have been willing to carry them out. As for the plaintiffs' charges, in his opinion they were most moderate; but as there was a degree of incompleteness, he suggested for it an allowance of one-half per cent. Mr. John Cresswell, a builder, gave similar testimony.

This being the plaintiffs' case, Mr. Greene, on behalf of the defendant, applied for a nonsuit on three grounds, but these were overruled.

The defense then sought to be established was

the impracticability and incompleteness of the plaintiffs' drawings, which rendered them worthless and unfit to be carried out. Mr. Essington, in his evidence, denied that there ever had been any promise to pay the plaintiffs. Mr. Payne had been simply instructed to prepare plans, subject to the approval of Mr. Christian; further, that the plaintiff (Payne) had been told at the meeting on the 10th of July, that his plans were utterly valueless, and he had not a word to say in reply. In cross-examination the defendant said,—"We had very little money, and we wanted a great deal done for it. Mr. Payne promised us that, and we were foolish enough to believe him. We have allowed this action to be brought, to expose what we consider to be a rogues' affair."

Mr. Christian, diocesan architect, was of opinion that the plaintiffs' plans were impracticable. He objected to their placing 16 feet additional on a tower already supported by a buttress. The specification sent in was incomplete and inconsistent with the drawings: would not have sent in such plans himself, and as diocesan architect could not have passed them. He objected to all the suggestions which the defendant had made to the plaintiffs, whilst they were preparing the designs, and had told the committee that they (the committee) were wrong. He considered the plaintiffs' charges far too high, and would himself expect to be paid for drawings. And with reference to Mr. Payne's statement of what took place on the 10th of July, he corroborated it.

His Honour, in giving judgment, said, two questions first presented themselves for consideration,—firstly, whether the defendant is liable to be sued in this matter; and, secondly, to what extent. Now, it is quite clear there has been sufficient of acting by Mr. Essington to fix liability upon him. He was an active member of the committee, and it is quite clear also that being so, and indirectly officiating as secretary, he is liable to the full extent. The defendant seems to have given all the orders, and his instructions, so far as I am able to judge, were fully carried out. He is left, therefore, to seek his remedy against the other members of the committee. There are expenses incurred, and at the time they were being incurred, Mr. Essington must have known that somebody must be held responsible. The plaintiffs are not likely to sue the committee: indeed, it seems the committee is a mere myth. Where are the committee? Who are they? Where are their funds? It is not to be expected that men are to form themselves into a committee, give orders for work, and then disperse without any of them being liable to be sued for charges incurred. That is not the law of the land, if it were, a fatal law it would be. The defendant communicated with Mr. Payne by letter frequently: here are his letters, they are most distinct and explicit, fully contradicting everything that has taken place here to-day; and I cannot help saying that it is to me a very extraordinary thing that such an action should have been defended. As to proposing a rogues' transaction, I confess I see no pretence for such an assertion; and certainly in such a proceeding one should take care not to put on the screw so tightly as to get one's fingers in an unpleasant position. The only question is as to the amount the plaintiffs are entitled to recover, and as that I am relieved by Mr. Christian, who says that the charges are fair and reasonable. A very respectable witness, Mr. Newey, having however advised a reduction of $\frac{1}{2}$ per cent. because of the incompleteness of the drawings, I shall consider that as fully set off in the 13*l*. which have been abandoned in order to try the action here, and I am glad that the Act under which I sit gives me that power. Judgment must go for the plaintiffs for the whole amount, to be paid forthwith."

* It is right to state we have received a communication giving a different colour to the transaction, but we have no reason to doubt the accuracy of the above report of the trial.